

ARTICLES OF ASSOCIATION
COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION of BARNT GREEN SPORTS CLUB

Amended version 1 adopted by Special Resolution of the Membership at an Extraordinary General Meeting held at Barnt Green Sports Club, Margesson Drive, Barnt Green on:

1 Interpretation

In these articles, the following words shall be taken to have the following meanings:

- 1.1 **Act:** the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;
- 1.2 **Articles:** these articles of association to apply to the Club on incorporation;
- 1.3 **CASC:** means a Community Amateur Sports Club as regulated by the Community Amateur Sports Clubs Regulations 2015;
- 1.4 **Club** means Barnt Green Sports Club;
- 1.5 **Club Year:** 01 April – 31 March;
- 1.6 **Incidental Costs** means any charges incurred by a member of the Club to play Sport, including but not limited to all affiliation fees, charges, surcharges, rental or equipment charges and/or other costs associated with use of the facilities;
- 1.7 **Management Committee** means the board of directors of the Club who have day to day responsibility for managing the Club and its services, assets and affairs, constituted and appointed in accordance with article 31;

- 1.8 **Member** means a member of the Club other than the classes of Members referred to in Article 12;
- 1.9 **Predecessor Club:** the unincorporated sports club known as Barnt Green Sports Club;
- 1.10 **Predecessor Club Rules:** the rules and regulations of the Predecessor Club, annexed to these Articles;
- 1.11 **Special Resolution** means a decision to be taken by Members at an Annual General Meeting or at an Extraordinary General Meeting and requiring the support of not less than three-quarters of the Members who are present at the meeting either in person or by proxy;
- 1.12 **Sports:** sporting, recreational and other activities involving physical exertion and skill by individuals or in a team-based environment using the Club's indoor or outdoor facilities, grounds or equipment, including (but not limited to) Tennis, Badminton and Squash. Any reference to Sport or to Sporting shall be taken to have the same meaning;
- 1.13 unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification not in force when these Articles become binding on the Club;
- 1.14 reference to any statute, statutory provision or regulation includes a reference to that statute, statutory provision or regulation as from time to time amended, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it;
- 1.15 the masculine includes the feminine and, where appropriate, the singular the plural.

2 Rules and Regulations

The Predecessor Club Rules are superseded by the provisions of these Articles and shall cease to have effect.

3 Name

The name of the company is 'Barnt Green Sports Club'.

4 Registered office

The registered office of the company will be situated in England.

5 Objects

The Club is established for the following purposes:

- 5.1 to acquire and take over all or any part of the assets and liabilities of the Predecessor Club;
- 5.2 to promote and facilitate the advancement of amateur Sports and community participation in healthy recreation by the provision of facilities for Sports in Barnt Green and the surrounding areas and to encourage social interaction among the members of the Club;
- 5.3 to establish, maintain and conduct a club for the accommodation of the members of the Club and their friends, and generally to afford to them all the usual privileges, advantages and accommodation of a club;
- 5.4 to acquire by purchase, lease or otherwise any other lands or property contiguous or near to the premises of the Club, and such as may be deemed by the Club likely to advance or benefit, either directly or indirectly, the interest of the Club;
- 5.5 to manage, improve, cultivate and maintain all or any part of the lands and other property of the Club, and to demise, sell or otherwise deal with and dispose of them, either together or in portions, for such consideration as the Club may think fit, and, in particular, for shares, debentures or securities of any Club purchasing them;

- 5.6 to purchase, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment and other things required or which may be conveniently used in connection with the grounds, Clubhouse and other premises of the Club by persons frequenting them, whether members of the Club or not;
- 5.7 to buy, prepare, make, supply, sell and deal in all kinds of apparatus and equipment used in connection with the promotion and facilitation of the advancement of amateur Sports and community participation in healthy recreation and in all kinds of liquors provisions and refreshments required or used by members of the Club or other persons using the grounds, Clubhouse or premises of the Club;
- 5.8 to hire and employ all classes of persons considered necessary for the purposes of the Club and to pay them and other persons in return for services rendered to the Club salaries, wages, charges and pensions;
- 5.9 to promote and hold, either alone or jointly with any other association, club or persons, meetings, competitions and matches (*or as the case may be*) for the playing of Sports or other athletic Sports (*or as the case may be*) and to offer, give or contribute towards prizes medals and awards for the Sport and to promote, give or support dinners, balls, concerts and other entertainments;
- 5.10 to establish, promote or assist in establishing or promoting, and to subscribe to, or become a member of, any other associations or clubs whose objects are similar or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club provided that no subscription may be paid to any such other association or club out of the funds of the Club, except bona fide in furtherance of the objects of the Club;
- 5.11 to invest and deal with the money of the Club not immediately required upon such securities and in such manner as may from time to time be determined;
- 5.12 to borrow or raise and give security for money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes

or other obligations or securities of the Club or by mortgage or charge upon all or any part of the property of the Club;

- 5.13 to do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

6 Membership

6.1 The number of members with which the Club proposes to be incorporated is 5 but the Management Committee may, whenever the business of the Club requires it, authorise an increase of members.

6.2 Everyone interested in Sports on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, except as a necessary consequence of the requirements of the Club is qualified to be elected a member of the Club.

6.3 In addition to the members at Article 6.1 above, the members of the Predecessor Club shall be members of the Club for the remainder of the Predecessor Club membership subscription period, provided that, upon request, such members comply with the provisions of Article 7.

7 Liability of members

7.1 Temporary members (as defined in Article 12.1) shall not be required to provide any amount in respect of the guarantee for the Club's liabilities considered by this Article.

7.2 Subject to Article 7.1, the liability of every member of the Club is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for:

7.2.1 payment of the Club's debts and liabilities contracted before he ceases to be a member,

7.2.2 payment of the costs, charges and expenses of winding up.

- 7.3 All members (other than temporary members) must sign and deliver to the Management Committee the membership application which shall include an obligation on the member to accept the liability of members set out in this Article.

8 Proposal of members

- 8.1 Except as provided in Articles 6.1, 6.3 and 12 every candidate for membership of the Club must provide a completed application for membership in writing, signed by the candidate, in the form that the Management Committee from time to time prescribe.

9 Subscriptions

- 9.1 The annual and other subscriptions and entrance fee (if any) payable by members of the Club are to be such as the Management Committee from time to time prescribe.
- 9.2 The Management Committee may provide either generally or as respects any particular member or members for payment of annual subscriptions by instalments.

10 Honorary members

- 10.1 On the recommendation of the Management Committee any person may, at any general meeting of the Club, be elected an honorary member of the Club without any special payment being required.
- 10.2 A two-thirds' majority of Members voting is necessary for election of an honorary member.
- 10.3 Every honorary member is entitled to all the privileges and subject to all the duties of a Member of the Club during his life (subject, nevertheless, to the provisions of Article 17) without any further payment, annual or otherwise, except in respect of his guarantee contained in clause 7 above.

11 Distance members

Members residing beyond a radius of 25 miles from the Clubhouse and having no business or private address within that radius other than that of a club, and Members intending to reside abroad for one year or more (**distance members**) may continue as Members on payment of a reduced subscription to be decided by the Management Committee from time to time.

12 Temporary and other members

The Management Committee may, upon such terms and subject to such regulations as they may from time to time deem advisable and subject to Article 8, propose as members of the Club:

12.1 persons who are visiting or temporarily resident within a radius of 25 miles from the Club (**temporary members**);

12.2 persons who may avail themselves of all the amenities of the Clubhouse and premises of the Club but are not entitled to use the Club's tennis, squash and badminton facilities at any time (**social members**);

12.3 members who are either (i) under 18 years of age at the commencement of the Club Year in which they are a member or (ii) between the ages of 18 and 21 and are not permanently living at home and are still under full-time education (**junior members**); and

12.4 **honorary members**, in accordance with Article 10;

but such temporary and other members may not constitute more than 45% of the total membership of the Club at any one time.

13 Election of members

13.1 Every candidate for membership (other than those members of the Predecessor Club referred to in Article 6.3) must be approved by a decision of the Management Committee.

14 Rights of members

- 14.1 Subject to the express provisions of these Articles and to the memorandum of association, and to any byelaws made by the Management Committee as provided below for the time being in force, all members of the Club are entitled at all times to use all the premises and property of the Club in common, and to be supplied, at such charges as the Management Committee from time to time determine, with whatever meals, refreshments and things are provided by the Club for the use of its members.
- 14.2 Subject to the provisions of these Articles every member is entitled to all the rights and subject to all the duties of a Member of the Club provided that distance, temporary, social and junior members do not have the right to nominate or be elected as officers or Management Committee or vote at annual general meetings and extraordinary general meetings of the Club.
- 14.3 Any amendment to Article 14.2 must be subject to the passing of a Special Resolution.
- 14.4 Every member of the Club may attend general meetings of the Club but only Members and Distance members may vote at such meetings and temporary, and social members may not vote on any matter other than the proposed dissolution of the Club.
- 14.5 No Member may vote at any meeting unless all the money then due from him to the Club has been paid.
- 14.6 Every Member entitled to vote has one vote and no more.

15 Notice of resignation

Any member wishing to resign his membership of the Club must give notice in writing of his intention to do so, addressed to the Management Committee and deposited at the registered office of the Club before 31 March in any year, failing which the member must pay the subscription for the next year unless the Management Committee, in their absolute discretion, determine otherwise.

16 Non-payment of subscriptions

16.1 Any member whose annual subscription is unpaid on 11 April each year (or 10 days after the start of the Club Year, whichever is the later) ceases to be a member of the Club and forfeits all right in and claim upon the Club and its property unless the Management Committee suspend the operation of this provision, which they may do as regards any particular member on such terms as they determine at their discretion.

16.2 Where the Management Committee have resolved that the subscription of any particular member may be paid by instalments, this article applies to non-payment of any instalment, substituting the due date of the instalment for 15 April.

17 Expulsion of members

17.1 If the conduct of any member is in the opinion of the Management Committee injurious to the character or reputation of the Club or objectionable in any respect, that member may (subject to being given fair and reasonable opportunity to justify or explain his/her conduct) be expelled by resolution of the Management Committee and ceases to be a member of the Club upon either:

17.1.1 expiry of the deadline referred to in clause 17.2 without an appeal being notified; or

17.1.2 if an appeal is notified, upon the Management Committee's decision to expel being upheld by members in the extraordinary general meeting referred to in clause 17.3. A member expelled under this Article may appeal by giving written notice of appeal to the Management Committee within 10 days from the posting of the notice of expulsion.

17.2 Upon receipt of a notice of appeal an extraordinary general meeting of the members must be convened within 14 days and, if that meeting passes a special resolution rescinding the expulsion, then the member must be reinstated as from the date of the resolution.

- 17.3 Any member expelled in accordance with these Articles, or otherwise ceasing to be a member of the Club, forfeits all right to or claim upon the Club or its property or funds or any return of fees paid and remains liable for any outstanding fees or charges due from him at the date of expulsion or cessation.

18 Rights of members personal

The rights of a member as such are personal and are not transferable and cease upon his death.

19 Annual general meeting

- 19.1 The Club must hold a general meeting in each year as its annual general meeting in addition to any other meetings in that year, and must specify the meeting as the annual general meeting in the notices calling it.
- 19.2 The first annual general meeting of the Club must be held within 18 months of its incorporation.
- 19.3 Not more than 14 months may elapse between the date of one annual general meeting of the Club and that of the next.
- 19.4 The annual general meeting must be held at such time and place as the Management Committee appoint provided that members shall be given not less than 21 days' notice in accordance with article 41.2
- 19.5 The Chairman will report on significant matters arising during the time since the previous annual general meeting as well as present an updated strategic plan for the year ahead

20 Extraordinary general meetings

- 20.1 All general meetings other than annual general meetings must be called extraordinary general meetings.
- 20.2 The Management Committee may, whenever they think fit, and must, on a requisition made in writing by at least 12 members (in number), convene an extraordinary general meeting.

- 20.3 Any requisition made by the members must state the object of the meeting proposed to be called, and must be signed by the requisitionists and deposited at the registered office of the Club.
- 20.4 On receipt of the requisition the Management Committee must immediately proceed to convene an extraordinary general meeting.
- 20.5 If the Management Committee do not proceed to call a meeting within 21 days from the date of deposit of the requisition, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may convene such a meeting.

21 Notice of meetings

- 21.1 At least seven days written notice shall be given of Management Committee Meetings and Section Committee Meetings.
- 21.2 At least 21 days written notice shall be given of the Annual General Meeting, Extraordinary General Meetings and of the Annual Section Meetings.
- 21.3 Accidental omission to give notice of any meeting to or non-receipt of such notice by any member does not invalidate the proceedings at that meeting.

22 Quorum

- 22.1 No business may be transacted at any meeting unless a quorum is present.
- 22.2 Save as otherwise provided in these Articles, **5** Members personally present or a number of Members representing not less than 10% of the total voting rights of all the Members having at that date a right to vote at general meetings, whichever is the greater, is a quorum.
- 22.3 If within half an hour from the time appointed for the meeting a quorum of members is not present, or, if during a meeting such a quorum ceases to be present:

22.3.1 if the meeting was convened on the requisition of Members, it must be dissolved;

22.3.2 in any other case the meeting stands adjourned to the same day in the next week at the same time and place or to such time and place as the Management Committee may determine and, if at the adjourned meeting a quorum of members is not present within half an hour of the time appointed for the meeting, the members present may form a quorum.

23 Chairman

23.1 The Chair, and failing him the vice-chair, must preside as chairman at every general meeting of the Club.

23.2 If there is no such chairman, or, if at any meeting he is not present within 15 minutes of the time of holding the meeting, the members present may elect one of their number who is a director to be chairman of the meeting.

23.3 If there is no Management Committee member present, then the members may elect any one of their number to be chairman of the meeting.

24 Adjournment

24.1 The chairman may, with the consent of a meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place.

24.2 No business may be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

25 Passing of resolutions

25.1 At any general meeting:

25.1.1 a declaration by the chairman that a resolution has been carried, or carried unanimously, or carried by a particular majority, or lost, or not carried by a particular majority, and

25.1.2 an entry to that effect in the book of proceedings of the Club is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution, unless a poll is demanded by the chairman or by at least 2 members having the right to vote at the meeting or by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

25.2 If a poll is demanded in the above manner, it must be taken in such manner as the chairman directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.

26 Proxy voting

26.1 A member may vote either personally or by proxy (whether on a poll vote or otherwise).

26.2 A proxy must be appointed by the member.

26.3 The instrument appointing a proxy must be received at the Club not less than 48 hours before the time of holding the meeting at which the person named in such instrument proposes to vote.

26.4 Any instrument appointing a proxy must be in the following form:

BARNT GREEN SPORTS CLUB

I, *(name)* of *(address)*, being a member of the above named Club, appoint *(name)* of *(address)*, or, failing him, *(name)* of *(address)*, as my proxy to vote in my name and on my behalf at the annual [(or) special] general meeting of the Club to be held on *(date)* and at any adjournment.

Dated _____

(signature of member)

27 Directors and duration of appointment

- 27.1 All directors of the Club must be Members of the Club.
- 27.2 4 directors including either the chairman or vice chairman are a quorum at a Management Committee meeting. If a quorum is not present within 30 minutes of the appointed time then the meeting may be adjourned to another date and time chosen by the majority of the directors present, such date being not less than 7 days and not more than 28 days later, and notice of such adjourned meeting shall be provided to all directors within 4 days following the inquorate meeting. Any 4 directors attending the following post-adjourned meeting shall be a quorum.
- 27.3 The chairman who in case of equality of votes may have a casting vote at a Management Committee meeting.
- 27.4 Other than the first directors of the Club, who shall be appointed on incorporation and shall hold office until the first annual general meeting of the Club is held in accordance with article 19.2, the directors of the Club shall be appointed to the office of director pursuant to Article 31 below (and shall thereafter function as the Management Committee), and when so appointed shall hold office until the next annual general meeting of the Club following his appointment, and subject to article 30.2 shall be eligible for re-election. The term of office of a director shall expire at the end of the next following annual general meeting of the Club, unless he is re-elected in which case his appointment shall expire at the end of the next following annual general meeting, and so on, subject to article 30.2 below.
- 27.5 The minimum number of directors shall be 4 or, if the quorum for directors' meetings is less than 4, the minimum number of directors shall be such lesser number as constitutes a quorum.

28 Remuneration

No director or officer of the Club may receive any remuneration for his services in the capacity of director or officer but nothing contained in these Articles is to prohibit payment by the Club of any sum to the directors for clerical or other assistance.

29 Age limits

There is no age limit for directors.

30 Termination of directors

30.1 Directors are eligible for re-election at the annual general meeting or any other general meeting of the Club. Subject to article 30.2, any director re-elected at a general meeting in accordance with this article shall be appointed a director of the Club for a fixed term of 1 year.

30.2 A director who will have completed 5 consecutive terms in the office of director may not stand again for re-election at the annual general meeting at the end of such fifth term in office, but may stand again for election at the next following or any subsequent annual general meeting subject always to serving as a director for a maximum period, without a break in his appointment, of five consecutive years.

31 Election of officers and directors

Subject as provided above, the election of directors and officers of the Management Committee of the Club must take place in the following manner:

31.1 The directors, being officers of the Management Committee, shall comprise:

31.1.1 The Chair of the Club who shall chair all meetings of the Management Committee, the Annual General Meeting of the Club and all Extraordinary General Meetings; and who shall be generally act as principal representative and spokesperson for the Club;

31.1.2 The Vice-Chair, who shall deputise for and shall generally support the Chair in discharge of his/her responsibilities;

31.1.3 The Secretary, who shall be responsible for all recording keeping and correspondence and shall discharge or arrange for the discharge of the role of company secretary as required by the Act and other relevant legislation;

- 31.1.4 The Treasurer, who shall be generally responsible for overseeing the financial affairs of the Club;
- 31.1.5 The Membership Secretary, who shall be generally responsible for maintaining and administering the membership database of all members, managing the renewal/withdrawal of members and promoting various ways of increasing membership numbers.
- 31.1.6 The Tennis Chair, who shall be generally responsible for promoting the playing of tennis at the Club and for monitoring the Club's tennis facilities and sporting events, and who shall be a regular player of that sport;
- 31.1.7 The Badminton Chair, who shall be generally responsible for promoting the playing of badminton at the Club and for monitoring the Club's badminton facilities and sporting events, and who shall be a regular player of that sport;
- 31.1.8 The Squash Chair, who shall be generally responsible for promoting the playing of squash at the Club and for monitoring the Club's squash facilities and sporting events, and who shall be a regular player of that sport; and
- 31.2 Any 2 Members of the Club may nominate any other Member (except for Honorary Members) to serve as an officer or other director of the Club, having previously received his assent.
- 31.3 The name of each Member so nominated, together with the names of his proposer and seconder, must be received in writing signed by all 3 of them to the directors of the Club at least 21 days before the annual general meeting.
- 31.4 A list of the candidates' names in alphabetical order, with the proposers' and seconders' names, must be posted in a conspicuous place in the club-house of the Club for at least 14 days immediately preceding the annual general meeting.
- 31.5 Balloting lists must be prepared (if necessary) containing the names of the candidates only in alphabetical order.

- 31.6 Each Member present at the annual general meeting and qualified to vote may vote for any number of candidates not exceeding the number of vacancies.
- 31.7 If insufficient candidates are nominated, the directors may elect a Member or Members to fill the remaining vacancy or vacancies.
- 31.8 If any candidate declines to serve after being elected, the candidate who has the next largest number of votes must be deemed to be elected.
- 31.9 If 2 or more candidates obtain an equal number of votes, the directors must select by lot from such candidates the candidate or candidates who is or are to be elected.

32 Casual vacancies

- 32.1 All casual vacancies arising amongst the directors or officers of the Club must be filled by the directors.
- 32.2 The directors may appoint any person (including a person who is prohibited from standing for election pursuant to article 30.2) to fill any casual vacancy.
- 32.3 Any director or any officer appointed to fill a casual vacancy must retire at the following annual general meeting.

33 Removal of directors

The office of a director is vacated if:

- 33.1 he ceases to be a Member of the Club;
- 33.2 he absents himself from meetings of the Management Committee for a continuous period of 6 calendar months without special leave of absence from the other directors; or
- 33.3 he gives the Management Committee one calendar months' notice in writing that he resigns his office; or

33.4 he is removed by special resolution passed at a general meeting of the Club.

34 Accounts

34.1 The Management Committee must ensure that proper books of account are kept in respect of:

34.1.1 all sums of money received and expended by the Club and the matters in respect of which the receipts and expenditure take place; and

34.1.2 the assets and liabilities of the Club.

34.2 The books of account must be kept at the registered office of the Club, or at such other place or places as the Management Committee think fit, and must always be open to the inspection of the directors.

34.3 The Management Committee must from time to time determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Club, or any of them, are to be open to the inspection of members of the Club who are not directors.

34.4 No member who is not a director has any right to inspect any account or book or document of the Club except as conferred by statute or authorised by the directors.

35 Presentation of accounts

35.1 Once at least in every year the Management Committee must lay before the Club in general meeting an account of income and expenditure reviewed by an independent financially regulated advisor for the period since the preceding account.

35.2 A balance sheet must be made out in every year and laid before the Club in general meeting, made up to a date not more than 6 months before such meeting.

- 35.3 A copy of the balance sheet must be sent to, or made available to, the persons entitled to receive notices of general meetings in the manner in which notices are to be given under these Articles 21 days prior to the meeting.
- 35.4 Every account and balance sheet must be accompanied by a report of the Management Committee and the account, report and balance sheet must be signed by 2 directors.

36 Powers of the Management Committee

- 36.1 The directors, constituted as the Management Committee, may exercise all powers that may be exercised by the Club and do anything that may be done by the Club, except where under these Articles or any statute for the time being in force the power must be exercised or the thing be done by the Club in general meeting.
- 36.2 The Management Committee may act notwithstanding vacancies.
- 36.3 The Management Committee, shall in exercise of its powers make and record its decisions by ordinary majority, duly minute after proper consideration of all relevant and readily available information.
- 36.4 The Management Committee will be guided in their actions by the strategic plan presented and approved by Members at the Annual General Meeting
- 36.5 With the prior approval of the Chair, directors may attend meetings of the Management Committee by way of audio conference call and/or video conference and/or other reasonable reliable means of electronic real time communication.
- 36.6 The Management Committee may issue debentures, debenture stock, bonds, or obligations of the Club at any time, in any form or manner, and for any amount, and may raise or borrow for the purposes of the Club any sum or sums of money either upon mortgage or charge of all or any of the property of the Club, whether present or future, or on bonds or debentures secured by trust deed or otherwise or not secured as they

may think fit ("arrangement"); provided that no property or assets of the Club shall be made the subject of any fixed or floating charge, or pledge, or lien, or negative pledge, or any other form of security for any such arrangement, unless authorised by a special resolution of the Members passed at an annual general meeting of the Club or any extraordinary general meeting, which the Management Committee shall convene in accordance with article 19 or 20 as the case may be.

37 Byelaws

- 37.1 The Management Committee may from time to time, on 21 days' written notice to the members in accordance with article 41.2, make and/or alter and/or repeal any byelaws they reasonably consider necessary or expedient or convenient for the proper conduct and management of the Club, and in particular, but not exclusively, they may by such byelaws:
- 37.1.1 The Management Committee or any delegated representative of the Management Committee shall have the power to restrict admission to, or close, any part of the Club premises during normal hours of opening; such admission not to be unreasonably withheld.
- 37.1.2 Members may introduce guests to the social facilities of the Club up to a maximum number of six visits per annum per guest with no charge. Guests must be duly signed into the Visitor's Book provided at Reception or Bar and may then purchase alcohol.
- 37.2 The Management Committee must adopt whatever means they consider sufficient to bring all byelaws, alterations and repeals to the notice of the members of the Club.
- 37.3 All byelaws, so long as they are in force, are binding on all members of the Club.
- 37.4 No byelaws may be inconsistent with, or affect or repeal anything contained in, the Articles of association of the Club, or be in breach of any statutory provision.

37.5 Any byelaw may be set aside by a special resolution of a general meeting of the Club.

38 Delegation

38.1 The Management Committee may delegate any of their powers to a committee or committees appointed by the directors.

38.2 With the exception of a sub-committee with less than 4 participants or one concerned with the purchase for the Club, or supply by the Club, of alcohol, a sub-committee may have up to two thirds of its membership from honorary, social, temporary, distant or junior members of the Club other than directors.

38.3 In the exercise of the powers delegated to it, a committee must conform to any regulations prescribed by the directors.

38.4 Any delegation of powers or appointment of a committee may be recalled or revoked by the directors and Management Committee at any time.

39 Profits not to be distributed

39.1 The income and property of the Club shall be applied solely in promoting the objects of the Club as set out in Article 5.

39.2 No dividends or bonus may be paid or capital otherwise returned to the members, provided that nothing in these Articles shall prevent any payment in good faith by the Club of:

39.2.1 reasonable and proper remuneration to any member, officer or servant of the Club for any services rendered to the Club;

39.2.2 interest on money lent by any member of the Club or director at a reasonable and proper rate per annum not above the published base lending rate of a clearing bank to be selected by the directors;

39.2.3 reasonable and proper rent for premises demised or let by any member or director; or

39.2.4 reasonable out-of-pocket expenses properly incurred by any director.

40 Dissolution

Upon dissolution of the Club, any remaining assets shall be distributed or transferred to a registered CASC or a registered charity with similar objects to the Club, or the sport's governing body for use by them in related community Sports.

41 Notices

41.1 A notice may be given by the Club to any member:

41.1.1 personally, whereupon service is deemed to be effected immediately; or

41.1.2 by sending it by first class post in a prepaid envelope addressed to the member at his registered address, whereupon service is deemed to have been effected at the expiration of 48 hours after posting; or

41.1.3 by email to the email address which the member has notified to the Club's secretary, whereupon service is deemed to have been effected at the recorded time of transmission.

41.2 The Management Committee shall be given not less than 21 days' notice of the next Management Committee meeting. It is recommended that the Management Committee meet once a month.

41.3 The Management Committee shall give not less than 21 days' notice of the making and/or alteration and/or repeal of any by-laws in accordance with article 37 by posting the text of the newly issued or altered or repealed by-laws in a conspicuous place in the Club with a statement that the same shall come into effect upon expiry of a period of 21 days from such publication.

42 Headings

The headings in these Articles do not form part of them or in any manner affect the interpretation or construction of them.